COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF KINGSTON

AND

THE KINGSTON PROFESSIONAL FIREFIGHTERS' ASSOCIATION
IAFF LOCAL 498

JANUARY 1, 2020 to DECEMBER 31, 2022

INDEX

	Article	Page
Acting Officers	11:02	18
Association Leave	13:01	26
Bereavement Leave	13:03	26
By-Law No. 4, as amended by By-Law No. 3788	19:01	34
By-Law respecting the Fire & Rescue	19:02	34
Callout / Overtime	4:05	5
Complaint Procedure	18:00	32
Convention – Attendance	13:02	26
Departmental Rules	15:00	30
Discrimination	3:02 & 3:03	4
Dues Deduction	3:04	4
Duration of Agreement	20:00	34
Early Retirement Incentive Plan	10:06	18
Fire Marshall's College – Attendance	16:02	31
Grievance and Complaint Procedure	18:00	32
Group Life Insurance	7:00	9
Health Plan(s)	9:00	14
Hours of Work	4:00	4
Interpretation of Agreement	19:00	34
Leave of Absence	13:00	26
Liability Insurance	21:00	34
Management's Rights	15:03	30
Ontario Human Rights Code	2:02	4
Paid Holidays (Statutory)	6:00	8
Parking	16:01	31
Pensions	10:00	18
Personnel Clause	16:00	31
Probationary Period	1:02	3
Promotions	12:00	20
Reclassification	11:03	19
Recognition	2:00	3
Salaries	11:00	18
Scope – Employees	1:00	3
Seniority	12:07	24
Recognition Pay	17:00	32
Sick Leave	8:00	10
Staffing	22:00	35
Statutory Holidays	6:00	8
Uniforms & Equipment / Shoe Allowance	14:00	27
Union Shop	3:00	4
Vacations	5:00	6

THE CORPORATION OF THE CITY OF KINGSTON

(Hereinafter called the "Employer")

OF THE FIRST PART

- and -

THE KINGSTON PROFESSIONAL FIREFIGHTERS' ASSOCIATION,

(Hereinafter called the "Association")

OF THE SECOND PART

WITNESSETH:

ARTICLE 1:00 - SCOPE

1:01 The provisions of this Agreement shall apply to all full time firefighters employed by the Corporation of the City of Kingston, save and except Fire Chief, Deputy Chief (2), Manager of Administration and Emergency Preparedness, clerical support staff and volunteer firefighters.

(2020)

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

(1983)

The Employer is not restricted from creating Assistant Chief or Deputy Chief positions with core duties and responsibilities that are substantially managerial, provided that substantial work of the bargaining unit is not eroded.

(2014)

1:02 Each new Firefighter shall be deemed to be a Probationer for a period of twelve (12) months and the provisions of this agreement shall apply to Probationers once they have successfully completed their initial training period.

(1996)

ARTICLE 2:00 - RECOGNITION

2:01 The Employer recognizes the Employees' Committee, duly elected, as the exclusive Bargaining Agent for those Firefighters included in the Bargaining Unit as set out in Article 1:01. This Agreement shall be regarded as being applicable to all such Firefighters.

(2000)

2:02 The Employer and the Association recognize their responsibilities under the *Ontario Human Rights Code* and agree that no Firefighter shall be discriminated against because of any prohibited grounds contained within the Code.

(2000)

ARTICLE 3:00 - UNION SHOP

3:01 All Firefighters of the Kingston Fire & Rescue shall maintain membership in good standing in the Kingston Professional Firefighters' Association and all new Firefighters shall become Members in the Kingston Professional Firefighters' Association, and shall continue their membership in good standing in said Association as a condition of continued employment.

(1991)

3:02 In case any Firefighter or the Employer feels that a Firefighter has been refused Membership or has had his/her Membership in the Association terminated for any unjust or discriminatory reason (other than non-payment of dues), the Firefighter or the Employer may require the Association to submit the question of such refusal to a Board of Arbitration consisting of a Representative of the Association and of the Employer and a Chairperson chosen by both.

A decision of such Board shall be binding on both parties and the Board shall have power to compel the Association to accept the Firefighter into Membership, if it finds that he/she has been unjustly treated or discriminated against.

3:03 No person shall be refused employment or in any manner discriminated against, coerced, restrained, or influenced on account of Membership in the Association.

3:04 During the lifetime of this Agreement, the Employer shall deduct from the pay of all Association Members covered by this Agreement the amount of the regular Association dues, as advised in writing by the Treasurer of the Association, and shall remit the same prior to the end of the following month to the Treasurer of the Association.

(2017)

ARTICLE 4:00 - HOURS OF WORK

4:01 Firefighters shall be required to work an average of forty-two (42) hours per week on a Two-Platoon System; it being understood, except for Annual Holidays and Statutory Holidays, no Firefighter will have more than four (4) days off in any one (1) week, except that once every twenty-eight (28) days, a Firefighter may be off five (5) days in one (1) week.

The Platoons are to rotate in their periods off duty or time off, as may be arranged for the purpose of changing shifts every seven (7) days. The shift schedule shall begin from 0800 hours on Monday.

(2007)

4:01 (cont'd)

Communications Technicians shall begin not earlier than 0730 on Monday and shall work the following schedule:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	D	D			N	N
N			D	D		
	N	N			D	D
D			N	N		

(2018)

All employees in the Prevention, Training and Mechanical Divisions shall work forty (40) hours per week in accordance with the terms and conditions of Appendix "D".

(2020)

4:02 Each Firefighter shall be entitled to two (2) days off in every calendar week on a rotating system and shall be entitled to be off on the Sunday that falls between his/her regular Saturday and Monday off.

4:03 The Fire Chief or Deputy Fire Chief may grant the request of any two (2) Firefighters to change shifts or days off, notwithstanding the provisions of Sections 4:01 or 4:02.

(1975)

4:04 The Fire Chief may assign full time Firefighters to other than firefighting duties within the scope of Fire & Rescue work and such Firefighters, including the Inspectors, Motor Mechanics, Training Officers, Chief Training Officer and Chief Fire Prevention Officer shall work such hours as are determined by the Fire Chief but in no case shall such hours of work exceed the firefighter's average hours per week of Suppression and Communications divisions (42 hours per week; Monday to Sunday) and Day Staff (Prevention, Training and Mechanical divisions 40 hours per week; Monday to Friday).

(2017)

4:05 (a) Each Firefighter who is called out for duty shall be paid at the rate of time and one-half (1½ X) of his/her hourly rate, with a minimum payment of three (3) hours at time and one-half (1½ X).

(2000)

(b) The payment for callout shall be calculated on the basis of dividing the total annual hours (2,184) into the current annual salary.

(1975)

(c) Time worked beyond the Firefighter's average hours per week who work in the day shift divisions (Prevention, Training and Mechanical) shall be eligible for pay, or time in lieu at the Firefighter's discretion to a maximum of forty (40) hours per year calculated at the applicable rate. Any time worked beyond the firefighter's average hours per week who work in the Suppression or Communications divisions shall receive pay at the applicable overtime pay rate.

Time in lieu, will be converted into straight time, (i.e. 4 hours at 1 ½ times equals 6 hours straight time) for inclusion in the Firefighter's lieu time bank. Throughout the year should a firefighter utilize time (actually taken the time off) from their lieu bank, they may divert accumulated overtime hours back into their bank up to the forty (40) hours maximum.

(2014)

*(Average hours per week: Suppression and Communications – 42 hours. All others 40 hours). (2003)

Eligible Firefighters will be able to request lieu time payments two (2) times per calendar year, to a maximum of forty (40) hours at each interval. These payments will be made available in June and December. Requests must be made in writing to the Fire Chief or designate by May 31st each year. Failure to do so will result in all time remaining in the bank as of November 30th to be paid out to the Firefighter in December at his/her straight time hourly rate of pay. Any variation from this clause for individual circumstances will be at the sole discretion of the Fire Chief or designate.

(2014)

Any time taken from the lieu bank in the form of time off with pay shall be scheduled through mutual agreement between the Firefighter and his/her Chief Fire Prevention Officer/Chief Training Officer, subject to operational requirements.

(2014)

4:06 If an Employee is required to attend court on matters arising out of the course of his/her duties, such court time shall be regarded as duty time and any witness fees received by the Employee shall be remitted to the Employer. If such court time occurs outside of an Employee's hours of work, the Employee will be compensated at the rate of time and one-half (1 ½x) the Employee's hourly rate for each hour or major portion thereof spent in court with a minimum of four (4) hours pay at time and one-half (1 ½x). Payment shall be calculated on the same basis as 4:05(b) for call-out.

(1991)

In addition to the foregoing, where such court time is required of a firefighter during his/her annual vacation or statutory holidays (lieu days), the firefighter shall be granted one day in lieu for each day or portion thereof spent in court.

(2003)

ARTICLE 5:00 - VACATIONS

5:01 During the first (1st) vacation year (July 1 to June 30) in which a Firefighter is employed, he/she shall be entitled to vacation with pay at the current prevailing salary on a pro-rata basis, in accordance with the following schedule:

⇨ 1 month's service	⇨1 day vacation
⇨ 2 month's service	⇨2 days' vacation
⇨ 3 month's service	⇨3 days' vacation
⇨ 4 month's service	⇨4 days' vacation

⇨ 5 month's service	⇨4 days' vacation
⇨ 6 month's service	⇨5 days' vacation
⇨ 7 month's service	⇨6 days' vacation
⇨ 8 month's service	⇨7 days' vacation
⇨ 9 month's service	⇨7 days' vacation
⇨10 month's service	⇨7 days' vacation
⇨11 month's service	⇨7 days' vacation
⇨12 month's service	⇨7 days' vacation

(1978)

5:02 During the calendar year in which a Firefighter completes one (1) year's continuous service, as at June 30, and in each subsequent year in which a Firefighter is employed, he/she shall be entitled to two (2) weeks' vacation, including Sundays that occur within that period.

5:03 During the calendar year in which a Firefighter completes four (4) years continuous service and in each subsequent year, he/she shall be entitled to three (3) weeks' vacation, including the Sundays that occur within that period.

(2000)

5:04 During the calendar year in which a Firefighter completes ten (10) years continuous service and in each subsequent year, he/she shall be entitled to four (4) weeks' vacation, including the Sundays that occur within that period.

(2000)

5:05 During the calendar year in which a Firefighter completes fifteen (15) years continuous service and in each subsequent year, he/she shall be entitled to five (5) weeks' vacation, including the Sundays that occur within that period.

(1991)

5:06 During the calendar year in which a Firefighter completes twenty-five (25) years' continuous service and in all subsequent years, he/she shall be entitled to six (6) weeks' vacation, including the Sundays that occur within that period.

(1985)

Effective January 1, 2004, all Firefighters with more than twenty-five (25) years' of continuous service will receive vacation entitlement as follows:

In the 26th Year	6 weeks plus 1 day
In the 27th Year	6 weeks plus 2 days
In the 28th Year	6 weeks plus 3 days
In the 29th Year	6 weeks plus 4 days
In the 30th Year	7 weeks

(2003)

5:07 Vacation Schedules shall be posted each year, as agreed, by the Fire Chief and the Association as per the system established in 1976. If the Fire Chief and the Association are unable to agree on the schedules, the decision of the Fire Chief on the Schedules shall be final and binding.

(1993)

5:07 (cont'd)

Vacation periods shall begin on Monday at the Firefighter's normal scheduled starting hour, and vacation periods shall be taken in blocks of seven (7) days or more. Personnel assigned to day staff (i.e. Training, Prevention, Mechanics) shall be permitted to schedule single annual vacation days with the approval of the Fire Chief or Deputy Chief to a maximum of ten (10) days.

(2000)

5.08 (a) Communications Technicians with four (4) and five (5) weeks' vacation entitlement shall take one of their scheduled vacation weeks on a 24-hour work week.

(b) Communications Technicians with six (6) and seven (7) weeks' vacation entitlement shall take two of their scheduled vacation weeks on a 24-hour work week.

(2018)

ARTICLE 6:00 - STATUTORY HOLIDAYS

6:01 During each year in lieu of Declared or Statutory Holidays, a Firefighter shall be entitled to one (1) working day off for each Statutory Holiday listed below, at such time as may be agreed upon by the Fire Chief and the Association, and, if the Fire Chief and the Association are unable to agree on the time and day off to be taken, the Fire Chief's decision shall be final and binding:

NEW YEAR'S DAY	CIVIC HOLIDAY
HERITAGE DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
EASTER MONDAY	REMEMBRANCE DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BOXING DAY

(2000)

When New Year's Day or Christmas Day Statutory Holidays fall on a Sunday, Firefighters on duty on the twenty-four (24) hour shift shall be paid at the rate of time and one-half (1 ½X).

(1978)

Firefighters scheduled to work straight days shall take these days on the day they are observed by the Employer, unless they are observed on the Firefighter's non-scheduled working day, in which case the day shall be selected by the Firefighter for a time that is mutually agreeable between the Firefighter and the Fire Chief or designate.

(2000)

6:02 A Firefighter may elect to work on up to twelve (12) lieu days in any year. He/she will be paid an additional day's pay for each lieu day that he/she works and payment shall be made in December of each year at the rate of 1/182 of annual salary. The decision of a Firefighter to sell lieu days shall have a cutoff date, as may be agreed upon by the Fire Chief and the Association. If the Fire Chief and the Association are unable to agree on the cutoff date, the Fire Chief's decision shall be final and binding.

(2020)

6:02 (cont'd)

A Firefighter may exercise the option to utilize any of the existing unscheduled statutory holidays, that they would otherwise be permitted to sell, in order to request a one-way trade, when required. A Firefighter shall be permitted to arrange a shift trade and release the corresponding hours from their statutory holiday bank to compensate for such one-way trade, upon approval. The Firefighter who works the one-way trade will not be eligible for recognition pay for that trade day. The Firefighter who initiates the trade must be in the same division, Firefighter for Firefighter, Officer for Officer, Mechanic for Mechanic, Communication Tech for Communication Tech, Training Officer for Training Officer and Fire Inspector for Fire Inspector. The Firefighter working the one-way trade will continue to receive his/her regular salary.

(2020)

ARTICLE 7:00 - GROUP LIFE INSURANCE

7:01 a) All Firefighters shall, as a condition of employment, take out Group Life Insurance at two times (2X) salary based on the next lower multiple of five hundred dollars ($500) of annual salary. For Accidental Death, an amount equivalent to the Group Life Insurance benefit (2X) salary shall be paid through the Accidental Death and Dismemberment Policy.

(1997)

The Employer will contribute one hundred percent (100%) of the cost of the monthly premiums for group life and accidental death and dismemberment.

(2000)

b) Probationary Firefighters shall be covered for Group Life Insurance and Accidental Death and Dismemberment Coverage commencing with date of employment.

(1997)

7:02 No medical examination shall be required for any Firefighter for Group Life Insurance.

(1969)

7:03 A Firefighter shall not be eligible to join the plan after reaching the age of sixty (60) years. A Firefighter who has joined the plan before the age of sixty (60) and who has reached the age of sixty (60) shall have the right within thirty-one (31) days to convert his/her Group Life Insurance to individual insurance at his/her own expense without a medical examination.

This right shall also apply to a Firefighter who is a Member of the plan and leaves the employment of the Employer.

The Association and the Employer agree that failure by a Firefighter to convert his/her Group Life Insurance to individual insurance within thirty-one (31) days after date of retirement or termination shall be considered as his/her intention of not wanting the insurance plan and no future claim will be made against the Employer by the Association, Firefighter or survivors.

(1996)

7:04 Upon retirement, a Firefighter may purchase a twenty-five thousand dollar ($25,000) group life insurance policy at his or her expense without a medical examination.

(2011)

Failure by the Firefighter to advise the Employer in writing prior to date of retirement of his/her desire to purchase this insurance shall be considered as the Firefighter's decision not to enroll in this Policy and no future claim will be made against the Employer by the Association, Firefighter, or survivor.

(1996)

ARTICLE 8:00 - SICK LEAVE

8:01 (1) In this section, the word "month" shall mean a calendar month.

(2000)

A month of unbroken service shall mean a month in which a Firefighter is paid for the total number of working days in the month.

"Terminal Sick Leave" shall mean sick leave granted to a Firefighter who leaves the service of the Employer on account of illness or incapacity prior to the age of sixty (60).

(2) Each Firefighter shall receive a credit of one and one-half (1½ X) days sick leave for each month of unbroken service, except as provided in (3) and (4) below.

(1996)

(3) Such credits shall be cumulative as from the beginning of the first of the month after he/she commences his/her employment.

(4) A Firefighter shall not be entitled to sick pay credits for any month in which he/she receives sick pay for more than one-half (½) of the working days of the month.

(5) The Fire Chief shall authorize sick pay for Firefighters on the following basis:

i) Full time Firefighters shall receive sick pay at full salary for time lost owing to illness or injury to the full extent of their sick pay credits, except when an award is made under the *Workplace Safety and Insurance Act*.

ii) A Firefighter who is injured on duty and becomes eligible for compensation under the *Ontario Workplace Safety and Insurance Act*, shall be paid his/her normal net salary until he/she returns to duty or until two (2) years from date of injury; whichever shall be earlier. Once the Firefighter returns to duty, should a subsequent absence occur that the Workplace Safety and Insurance Board would determine a recurrence of a previous injury or illness the top-up benefit restarts as if it were a new compensable injury or illness. During these periods the Firefighter shall accrue seniority and sick credits.

(2014)

iii) When a Firefighter continues to be absent for more than two (2) years, owing to incapacity and an award has been made by the Workplace Safety and Insurance Board, the Firefighter shall be paid his/her normal net salary; a deduction of one-tenth (1/10) of a day per working day absent shall be made from his/her accumulated sick pay credits to the extent of his/her sick pay credits.

(2014)

iv) Where an award has not been made by the Workplace Safety and Insurance Board within two (2) years, the parties shall meet to review the case in question.

(6) Statutory holidays and vacation authorized by this Agreement shall not be utilized by a firefighter who is absent due to illness, provided statutory holidays and/or vacation may be rescheduled within the same calendar year.

(2011)

Any request to reschedule vacation or statutory holidays must be made in writing to the Fire Chief, Deputy Chief or Designate prior to the commencement of the vacation week or Statutory Holiday selected or the vacation day selected where the member is entitled to single vacation days.

(2011)

Should the rescheduling request be approved, the firefighter's absence will be charged to his/her sick pay credits. Should the rescheduling request be denied, the firefighter will remain recorded as having been on vacation or statutory holidays.

(2003)

(7) A Firefighter who is absent for more than three (3) consecutive working days must furnish a certificate on the approved Kingston Fire & Rescue Form "A" from their Health Care Provider, within seven (7) days from the commencement of such absence, stating the nature and probable duration of the illness and the first most recent dates of his/her attendance upon the Firefighters in connection with such illness.

Health Care Provider includes a Physician, Nurse Practitioner, Physiotherapist and Chiropractor.

(2007)

(8) A Firefighter who is absent for more than one (1) month must furnish immediately following each such period of absence, a certificate on the approved Kingston Fire & Rescue Form "B" from their Health Care Provider, stating the nature of his/her illness, the latest date of his/her attendance on the Firefighter, and the probable date on which the Firefighter will return to duty. After three (3) consecutive months an assessment may be made by the Employer in regards to the hiring of additional personnel.

(2017)

(9) The Employer shall have the right at any time to require that a Firefighter who is absent from work on account of sickness or the Firefighter has

requested modified work, be examined and reported upon by a physician to be designated by the Fire Chief at the Chief's discretion.

(2000)

(10) The Employer shall pay the cost to have the physician complete the Employer's non-occupational form, as well as, the cost of the physician's notes/forms when requested or required under the Collective Agreement to a maximum of forty dollars ($40.00) per physician's note/form.

(2014)

8:02 General Provisions (1969):

The following provisions shall apply to Firefighters

(a) A Firefighter who is given leave of absence without pay for a period of greater than thirty (30) consecutive days shall not accrue seniority, holidays or sick pay credits for the period of such absence, but he/she shall retain his/her accumulated credits and seniority to date of leave.

(2000)

(b) A Firefighter who resigns or leaves the Employer's service or is discharged and who is later re-employed shall be considered a new Employee and shall not be entitled to any sick pay credits accumulated prior to his/her leaving the service.

(1985)

(c) Whenever a Firefighter's days of illness exceed his/her accumulated sick pay credits, his/her pay shall be stopped upon exhausting sick pay credits, at which time he/she shall be placed on leave of absence without pay, and seniority shall be frozen. Group Life Insurance as per Article 7:01 and Health Plan as per Article 9:00 shall be continued for a period of three (3) months. Thereafter the Firefighter's employment may be terminated unless the Fire Chief grants an extension, which shall be without pay and without benefits.

(i) Those Firefighters from the former Township of Pittsburgh that had their sick bank credits paid out as of December 31, 1997, shall have any remaining balance re-instated, however, these hours/days shall not be eligible for any further pay out consideration. The amount paid as of December 31, 1997, shall be converted to days based on salary at time of termination/retirements and deducted from the number of days being paid.

(ii) Those Firefighters from the former Township of Kingston, that have had sick bank pay outs on an annual basis during their employment, shall have them totaled. The total amount paid shall be converted to days based on salary at time of termination/retirement and deducted from the number of days being paid.

(iii) The Employer will continue to pay 100% of the cost to provide long-term disability plans to those Firefighters from the former Townships of Kingston and Pittsburgh, who enjoyed this benefit prior to December 31, 1997. The plans shall be administered in accordance with the applicable agreements in place as of December 31, 1997.

(2000)

(d) Sick pay credits for absences on account of illness will be administered as follows:

(i) Sick pay credits will not be deducted from the Firefighter's accumulated sick pay credits for an absence on the account of illness after three-quarters (¾) of a day worked and the end of his/her shift.

(ii) One-quarter (¼) of a sick pay credit will be deducted from the Firefighter's accumulated sick pay credits for absence on the account of illness after working one-half (½) of his/her shift and up to three-quarters (¾) of his/her shift.

(iii) One-half (½) of a sick pay credit will be deducted from the Firefighter's accumulated sick pay credits for absence on the account of illness after working one-quarter (¼) of his/her shift and up to one-half (½) of his/her shift.

(iv) Three-quarters (¾) of a sick pay credit will be deducted from the Firefighter's accumulated pay credits for absence on the account of illness between the beginning of his/her shift and the first one-quarter (¼) of the shift provided the Firefighter has reported for duty at the usual starting hour for the day.

(2014)

(e) Any part of the annual vacation and/or statutory holidays that may be due on account of the previous years' service shall be allowed a Firefighter who is absent owing to illness if his/her sick pay credits are exhausted and his/her sick pay shall be interrupted, if necessary, in order that vacation and/or statutory holidays may be completed prior to the end of the calendar year.

(2003)

(f) Adjustments in pay for illness or other reasons may be made on the current payroll or on the payroll for the next period.

(g) The names of the Firefighters who are absent owing to illness shall be kept on the payroll during the period of illness until their cumulative sick pay credits have been exhausted.

(h) The Fire Chief's office shall maintain a record of the sick pay credits of each Firefighter and a list shall be posted annually showing the amount of accumulated sick leave. This list shall be posted each year in the Fire Stations.

(2000)

(i) Each Firefighter shall be entitled to receive on retirement or permanent disability, subject to the completion of ten (10) years of service upon termination of employment, full pay for one-half (½) the number of days standing to his/her credit as accumulated sick leave, provided that no Firefighter shall receive pay for more than one-half (½) year's earnings. Payout referred to in this subsection shall be calculated on the basis of one

(1) day equaling one over two hundred and sixty (1/260) of current annual salary.

(1975)

(j) In the event of death, the Beneficiary shall be paid one-half (½) the number of days of accumulated sick leave and shall not exceed one-half (½) year's earnings. This payment shall be calculated on the basis of one (1) day equaling one over two hundred and sixty (1/260) of current annual salary.

(2000)

8:03 Sick Leave (LTD coverage)

Should the Association purchase an LTD plan the following language shall apply. Further should the Association purchase an LTD plan the current coverage as per Article 8.02 (c) (iii) shall cease and those members will have the option of joining the Association's LTD plan.

A member who is off work due to illness and has not exhausted sick leave credits may waive their right to continue on sick leave and commence benefits under the Association's LTD plan, provided that the member provides proof to the Fire Chief or Chief's designate that LTD benefits have been approved. While on LTD, the member shall continue to be eligible for extended health, dental and group life benefits.

Sick leave credits shall not accumulate while the member is on LTD. Members who do not return to work shall have their sick leave pay-out under Articles 8.02 (j) and (k) based on their salary in effect upon the start of LTD.

(2007)

ARTICLE 9:00 – THE EMPLOYER'S CONTRIBUTION TO HEALTH PLANS

9:01 The Employer will contribute one hundred percent (100%) of the monthly premium cost of the Ontario Health Services Payroll Tax and the Blue Cross Hospital Supplementary Semi-private coverage or equivalent for each Firefighter who is a subscriber, his/her spouse, and all eligible dependents.

"Dependents shall be defined as son(s) and daughter(s) age twenty-five (25) and under whom are in full-time attendance at school, university, community college or are infirm."

(1991)

9:02 Extended Health Care Plan

(a) The Employer will contribute one hundred percent (100%) of the monthly premium cost of the Blue Cross Extended Health Care Plan, or equivalent with a ten/twenty (10/20) deductible provision for each Employee who is a subscriber, his/her spouse, and all eligible dependents.

Effective January 1, 2020 this plan shall include coverage for paramedical services presently covered to a $780.00 maximum per service for each Employee who is a subscriber, his/her spouse and all eligible dependents per year. Paramedical services include those provided by the following licensed practitioners: Chiropractor, Osteopath, Podiatrist, Chiropodist, Registered Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, and Dietitian.

(2020)

Effective January 1, 2021 this plan shall include coverage for paramedical services presently covered to a $820.00 maximum per service for each Employee who is a subscriber, his/her spouse and all eligible dependents per year. Paramedical services include those provided by the following licensed practitioners: Chiropractor, Osteopath, Podiatrist, Chiropodist, Registered Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, and Dietitian.

(2020)

This plan shall include coverage for the services of a Psychologist and/or registered Psychotherapist as referred by his/her Physician to a $2000.00 maximum per year for each Employee who is a subscriber, and a $750.00 maximum per year for his/her spouse, and all eligible dependents.

(2020)

This plan provides for Prescription Drugs (generic drugs only will be dispensed, unless attending physician specifies “no substitution” on the prescription).

(2000)

(b) Blue Cross Out-of-Country Health Care Insurance or equivalent will be supplied at the group rate for active members, and all existing retirees at their expense (100%).

(2011)

(c) The maximum claim allowed for drug dispensing fees shall be twelve dollars ($12.00).

(2014)

9:03 Dental Plan

The Employer will contribute one hundred percent (100%) toward the monthly premium cost of a dental plan based on the constant update of the Ontario Dental Association fee schedule with coverage equal to the Blue Cross #9 Plan or its equivalent.

Coverage shall include:

- Preventative care packages for children (Pit and Fissure Sealants, Code 13401).
- Recall packages (examinations and bitewing x-rays) shall be covered in the following manner:
    - Six (6) months for persons up to the age of eighteen (18)
    - Nine (9) months for persons eighteen (18) years and over

(2000)

Riders:

A rider for Major Restorative (Crowns) is to be provided in the following manner; $2,500 per year for each Employee who is a subscriber, his/her spouse, and all eligible dependents.

(2017)

An orthodontic rider is to be provided on the following basis: the Employer contributing one hundred percent (100%) toward the monthly premium with a fifty/fifty (50/50) cost share basis between the Employer and the Firefighter to a lifetime maximum of three thousand dollars ($3,000) per subscriber and eligible dependents.

(2020)

9:04 Vision Care

The Employer will contribute one hundred percent (100%) of the monthly premium cost of the Blue Cross Vision Care Plan (Family) or benefits and services with another carrier which are equal to or better than the Blue Cross Plan, for frames, lenses (regular, bifocal, trifocal or contacts) repairs to existing frames and/or lenses, laser eye surgery and eye examinations to a combined maximum of five hundred dollars ($500.00) every two (2) calendar years.

(2020)

9.05 Hearing Aids

The Employer shall provide hearing aid coverage to five hundred dollars ($500.00) every two (2) years for each Employee who is a subscriber, his/her spouse and eligible dependents.

(2014)

9.06 Retiree Benefits

All past, present and future retirees, spouses, and any eligible dependents shall have health and dental plan coverage detailed in Articles 9:02, 9:03, 9:04, 9:05 negotiated under the Collective Agreement in force on the date on which the firefighter retired until he/she reaches age sixty-five (65), or if deceased, spousal and eligible dependent coverage will continue until the firefighter would have reached age sixty-five (65).

(2020)

In the event that the firefighter retires under the terms and conditions of an expired collective agreement, the firefighter will continue to receive the benefits of the expired collective agreement until such time as a renewed collective agreement is in force where they shall receive the benefits of the renewed collective agreement of the term which the firefighter retired under.

(2020)

9.07 Pregnancy and Parenting Leave

Employees shall be granted a leave of absence for pregnancy, adoption or parental leave in accordance with the *Employment Standards Act* of Ontario. Employees who qualify for pregnancy benefits under the Employment Insurance Act shall be eligible for a supplementary Pregnancy Benefit for a maximum of fifteen (15) weeks equal to the difference between benefits payable under the Employment Insurance Act and seventy five percent (75%) of the employee's regular pay.

Employees who qualify for parental benefits under the Employment Insurance Act shall be eligible for a supplementary Parental Benefit for the period of time they are in receipt of parental benefits under the Employment Insurance Act to a

maximum of twenty (20) weeks equal to the difference between benefits payable under the Employment Insurance Act and seventy five (75%) percent of the employee's regular pay. This benefit will be calculated as the difference between: (i) seventy-five percent (75%) of the employee's regular weekly earnings; and (ii) the weekly EI benefit that is payable or would be payable to the member without regard to any election by the member to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act (i.e. 55% of regular weekly earnings up to the regular maximum weekly EI benefit).

(2018)

An expectant mother shall be given the right to dress accordingly during pregnancy and shall not necessarily be obligated to wear uniform dress.

(1991)

9.08 E.I. Rebate

It is mutually agreed that any and all accrued premium rate reductions realized by the Employer from 1985 to the expiry date of this agreement (five/twelfths (5/12ths) rebate) will be applied to all benefits in this article.

(1985)

9.09 (a) Spousal Benefits – Death in the Line of Duty

In the event a Firefighter dies in the lawful performance of his/her duty, as defined by W.S.I.B. as a workplace or line of duty death, his/her spouse and any dependents that are eligible shall continue to be insured under this article on the same basis as a firefighter, until the spouse remarries or becomes eligible for such benefits elsewhere, to a maximum of age 65.

(2003)

(b) Spousal Benefits – Death not in the Line of Duty

In the event an active Firefighter dies non-line of duty, his/her spouse and eligible dependents shall continue to be insured under this article on the same basis as a firefighter to a maximum of six (6) months following the non-line of duty death.

(2014)

9.10 Employer's Contribution to Health Plans

The Corporation will supply on written request from the Secretary of the Association once per year one copy of all Master Policies applicable to the Fire Service (including retirees) and any applicable endorsements. Such documents will be supplied with a cover letter which confirms that no other policies apply to the membership.

(2007)

ARTICLE 10:00 -– RETIREMENT AND PENSIONS

10:01 The Employer and the Employee agree that age is a bona fide occupational requirement for employment when a firefighter is regularly assigned to suppression duties in Fire & Rescue, therefore, such Employees reaching normal retirement age sixty (60) must retire at the end of the calendar month in which he/she turns age sixty (60) from suppression duties and may be accommodated by the Employer in another position with the City of Kingston.

(2018)

Where possible all employees will provide a minimum of four (4) months written notice to the Fire Chief in advance of their intended retirement date.

(2011)

10:02 Every continuous full time Employee shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System.

(1979)

10:03 The Employer shall provide the Ontario Municipal Employees Retirement System to employees in accordance with the *OMERS Act and Regulations*.

(2003)

10.04 In addition to the OMERS Plan described in Article 10:03, unreduced early retirement provisions provided for NRA 60 members and Supplementary Type 3 – Permanent Partial Disability, shall be provided to all eligible employees in accordance with the *OMERS Act and Regulations*.

(2003)

10:05 If an Employee dies while in the employ of the Employer, his/her Estate or Beneficiary shall be provided with a cheque in the amount of ten thousand dollars ($10,000) within forty-eight (48) hours of the Employer being advised of such death. This ten thousand dollars ($10,000) payment shall be deducted from the Employee's group life insurance coverage which is detailed in Article 7.01. This payment shall be made to the Employee's Estate or Beneficiary upon the filing of a satisfactory release with the Employer.

(2017)

10:06 The “Early Retirement Incentive Plan”, as detailed in Appendix "B" shall be applicable to those firefighters in the bargaining unit as of October 17, 2000, with the exception of those firefighters from the former Kingston and Pittsburgh Townships that have been included in the bargaining unit as a result of amalgamation.

(2000)

ARTICLE 11:00 - SALARIES

11:01 Salaries and differentials are as set out in Appendix "A".

(2014)

11.02 (a) A Firefighter required to act in the capacity of a Superior Officer shall be paid at the rate of pay for the rank of the Superior Officer in whose capacity he/she is acting.

(b) This payment will be made in June and December, in accordance with the personnel records of the Fire Chief.

(c) A Training Officer 1st Class, an Inspector 1st Class and a Mechanic (after 24 months) required to act in the capacity of his/her Superior Officer shall be paid at the rate of pay for the rank of the Superior Officer in whose capacity he/she is acting. Such acting pay shall only apply to the regularly scheduled shifts of the Superior Officer, and must be more than one (1) consecutive shift of the Superior Officer's regularly scheduled work week, and will be paid for the duration in which the employee is acting.

Acting time shall be offered to eligible employees and recorded in the same rotational manner as the current callback policies.

(2017)

11.03 Probationer to Fourth Class Reclassification

The Fire Chief shall reclassify a Firefighter from Probationer to Fourth Class provided that he/she satisfies the following criteria.

(a) His/Her Senior Officer has evaluated the Probationer and reported to the Fire Chief that the Probationer has a satisfactory record.

(b) The Probationer has obtained seventy percent (70%) on the probationary examinations set by the Chief Training Officer or Training Officer.

(2014)

(c) The Probationer has obtained sixty percent (60%) on the first (1st) year St. John's Ambulance Course or equivalent. The Probationer must also attain sixty percent (60%) on the St. John's Ambulance Basic CPR (cardio-pulmonary Resuscitation) Course or equivalent and a defibrillation certificate. These courses shall be provided at the Employer's expense.

(1997)

If the Probationer fails to meet any of the foregoing requirements within twelve (12) months from the date of his/her appointment, the Fire Chief may immediately dismiss the Probationer or he/she may grant a thirty (30) day extension to give the Probationer a further opportunity to meet the requirements. All such extensions shall be reported to the Chief Administrative Officer.

(1980)

11.04 Fourth Class to First Class Reclassification

The Fire Chief shall reclassify a Firefighter from Fourth Class and on up through to First Class in any period in which the Firefighter completes the service requirement listed below and in which the Firefighter averages sixty-five (65%) percent on the ratings set forth below and provided that he/she obtains not less than sixty (60%) percent in any one category:

(1997)

Service Requirement	Evaluation Rating Given by Chief and Company Officers	Training Course Examination	St. John's Ambulance Course or Equivalent*
One year as a Firefighter - Fourth (4th) Class			
One year as a Firefighter - Third (3rd) Class			
Six months as a Firefighter - Second (2nd) Class			

* Courses required are First Aid, CPR and Defibrillation

(1997)

In the event the Firefighter fails to meet these requirements, he/she shall complete re-examination (tests) within sixty (60) days of the Firefighter's anniversary date. In the event the Firefighter fails upon re-examination, a course of action shall be determined by the Fire Chief. Pay adjustment would commence forty-five (45) days after the anniversary date of the Firefighter, and future reclassification testing would be based on normal time frames from that date.

(2000)

11.05 Every Firefighter shall be provided with a copy of his/her completed annual performance evaluation form upon written request.

(1996)

11.06 The Association shall be notified by the Fire Chief in advance of any issue related to staffing levels in Kingston Fire & Rescue being submitted to Council. Upon written notice to the City Clerk, copy to the Fire Chief and the Director of Human Resources, the Association shall be provided an opportunity to address Council "In Camera".

(1996)

11.07 A valid Defibrillation Certificate (i.e. First Responder Defibrillation Course or equivalent) and St. John's Ambulance or equivalent certification for First Aid and CPR (Cardio-Pulmonary Resuscitation) must be attained and maintained by all Employees, at the Employer's expense.

(1997)

ARTICLE 12:00 - PROMOTIONS TO OFFICER RANK AND SENIORITY

12.01 Recommendations for all promotions in the Department shall be based upon most senior qualified with equal recognition (1point for each completed year) for seniority and time in eligible position (i.e. Acting Captain, Captain, Inspector, Training Officer etc.). "Qualified" shall be determined by the competition process detailed in the article.

(2003)

12.02 All firefighters promoted above the rank of first class firefighter shall be on probation for a period of one (1) year. If in the opinion of the Employer and/or Fire Administration, the incumbent is deemed unsatisfactory, he/she may be reclassified to his/her previous rank.

(2003)

12.03 ACTING CAPTAIN ELIGIBILITY REQUIREMENTS

The parties agree that a competition for Acting Captain will only be required when the number of Acting Captains does not meet the ratio of one (1) Acting Captain for each Captain (i.e. 16 Captains will allow for a maximum of 16 Acting Captains). The requirements to become a Acting Captain shall be as follows:

(a) Be a first class firefighter and have completed seven (7) or more years of consecutive full time service, with the Kingston Fire & Rescue (KFD), as of the date of the posting. When the required number of Acting Captains as per the 1:1 ratio as described above is not met by those fire fighters having seven (7) or more completed years of service, the remaining open positions may be filled by first class fire fighters who have completed five (5) or more years of consecutive service with the Kingston Fire & Rescue and has met the requirements of the competition process.

Should more fire fighters successfully complete the Acting Captain examination process than there are positions available the position shall be filled on the basis of seniority.

(2007)

(b) A competition if required for the Acting Captain Program shall be held prior to May 31st of the year following any permanent vacancies within the Acting Captain compliment as per 12.06. The competition shall be open to all members who have completed five (5) or more years of consecutive full-time service with the Kingston Fire & Rescue. The Employer shall announce the date of the competition should one be required by no later than November 15th of the preceding year.

(2014)

(c) Calculation for service points as an Acting Captain shall begin commencing on January 1st of the following year.

(2003)

(d) The parties agree that core training is required prior to assuming the role and responsibilities of an Acting Captain. Therefore beginning in 2007 all Acting Captain candidates who successfully complete the examination process must complete the required training listed below prior to assuming the role of Acting Captain.

Mandatory core training for Acting Captain shall include but is not limited to the following:

- Legislation 101
- Incident Management System

- Report Writing
- Trainer Facilitator

Beginning in 2008 this training shall be offered twice annually to those members who have completed five (5) or more years of consecutive full-time service with this Kingston Fire & Rescue. Should class size be restricted priority will be given to those members with seven (7) or more years completed service and further based upon seniority if necessary.

All training identified above shall be completed prior to assuming the role of Acting Captain.

(2007)

12.04 ELIGIBILITY FOR PROMOTIONS TO ALL OTHER RANKS

(a) To be promoted to the rank of (Probationary) Captain, all Acting Captains with a minimum two (2) completed years as an Acting Captain will compete in the Captain's examination process as per 12.06.

(2014)

(b) Applicants for the position of (Probationary) Training Officer shall be accepted from any firefighter who has held the rank of first class firefighter with KFR and has accumulated five (5) or more years of consecutive full time service with KFR.

(c) Applicants for the position of (Probationary) Fire Inspector would be accepted from any firefighter within KFR who has accumulated five (5) or more years of consecutive full time service with KFR.

(d) Applicants for the Mechanical Division, including Assistant Motor Mechanic, will be accepted from any full time firefighter within KFR who has held the rank of first class firefighter with KFR.

(e) Firefighters must complete their Probationary period prior to applying for any position of a higher or equal rank. The cut-off date for all eligibility requirements for promotions shall be the date of the posting.

(f) Applicants for the position of (Probationary) Platoon Chief shall have held the position of Captain within the last four (4) years.

(2018)

(g) Applicants for the position of (Probationary) Chief Training Officer shall be limited to current Training Officers and those that have attained the rank of Captain and persons above the rank of Captain.

(2014)

(h) Applicants for the position of (Probationary) Chief Fire Prevention Officer shall be limited to current Fire Inspectors and those that have attained the rank of Captain and persons above the rank of Captain.

(2014)

(i) Applicants for the position of (Probationary) Mechanical Officer shall be limited to current Mechanics and those firefighters that have acquired the appropriate licenses to work on all Kingston Fire and Rescue vehicles.

(2014)

(j) To be promoted as per 12.04 (g) Chief Training Officer or (h) Chief Fire Prevention Officer, the fire fighter (i.e. Fire Inspector, Training officer) must have completed seven (7) or more years of consecutive full-time service with Kingston Fire & Rescue and must have attained the rank of a first class Inspector or Training officer or Captain, for a period of at least one (1) year.

(k) Applicants for the position of (Probationary) Communication Supervisor shall be limited to current Communication Technicians who have completed a minimum of five (5) years within the Communications Division. The cut-off date for all eligibility requirements for promotions shall be the date of the posting.

(2018)

(l) The successful candidate would be based on most senior qualified with one point for each completed year of full-time service within Kingston Fire & Rescue and one point for each completed year with the applicable division.

12.05 PROMOTIONAL POSTING REQUIREMENTS

(a) Postings for all promotions shall not be less than thirty (30) days and not more than sixty (60) days.

(2018)

(b) The promotional process will be completed within thirty (30) days of the closing date of the posting and the first promotion will take place within ninety (90) days of the closing date of the posting.

(c) Postings shall include the reference material (not exceeding four (4) sources) listing the chapters that the written examination questions will be taken from. Up to ten percent (10%) of the total mark on the written examination may be based on general knowledge. All reference material must be available at all fire stations where there are full-time personnel.

(d) The posting shall also include the practical examination topics, not exceeding two (2), for the purpose of a presentation and or 'table top' exercise.

(2003)

(e) The cut off for the calculation of seniority and service points shall be based on the date in which the vacancy will or has occurred (i.e. retirement date). For the purpose of the Acting Captain process the cut off for the calculation of seniority will be calculated as per the date of the posting.

(2011)

12.06 COMPETITION PROCESS

(a) The competition process consists of a written examination, oral examination and practical examination. To be considered "qualified" for promotion including Acting Captain, applicants must attain no less than an overall mark

of 75% with a minimum of 65% on each examination within the same competition process.

(2011)

Once qualified, the completed years for seniority, and where applicable the completed years in an eligible position (aka Service Points) to apply for a promotion, will be totaled (1 mark for each year) and the highest total shall determine the successful candidate.

(b) Written Examination:
Shall be open book and all questions shall either be true or false, multiple choice or a combination of both.

(2007)

(c) Oral Examination:
Selection board consisting of four (4) persons for all promotions will be comprised of up to two (2) from the following ranks: Fire Chief and/or Deputy Chief(s), and up to three (3) from the following ranks; Platoon Chief, Chief Training Officer, Chief Fire Prevention Officer and/or a Chief or Deputy from an outside Fire Department.

(2018)

(d) Practical Examination:
(Table top exercise or presentation)
(Selection board to be the same as the oral examination board)

(e) Association Involvement
An individual selected by the KPFFA shall oversee all stages of the promotional process. The responsibility of this individual will be limited to the observation of the process to ensure the terms of the collective agreement have been adhered to for each candidate.

(2003)

12.07 SENIORITY AND SERVICE POINTS

(a) In determining a Firefighter's length of service for seniority purposes, computation will begin on the date the Firefighter begins work. Former Firefighters re-entering the service after continuity of service has been broken for any reason (her Majesty's service excepted) shall be considered new Firefighters and seniority shall start as of the day they re-enter the service.

The Employer shall provide the Association with an updated seniority list by January 31st of each year. This shall include the following information: name, rank, and start date of full time service with the Kingston Fire & Rescue. If more than one Firefighter should commence full time employment with the Kingston Fire & Rescue at the same time, the order in which they placed for hire shall govern placement on seniority list.

Seniority is based on one point per completed year of full-time service with the Department.

(b) Service Points

Service points are based on one point per completed year for the current rank held.

One (1) point for each full year as a Chief Training Officer*
One (1) point for each full year as a Chief Fire Prevention Officer*
One (1) point for each full year as Platoon Chief*
One (1) point for each full year as a Captain
One (1) point for each full year as a Mechanical Officer*
One (1) point for each full year as a Fire Inspector
One (1) point for each full year as a Training Officer
One (1) point for each full year as an Acting Captain
One (1) point for each full year as a Mechanic
One (1) point for each full year as an Assistant Motor Mechanic
One (1) point for each full year as a Communications Technician

Service points accumulated within a position listed above shall only be calculated for the purposes of a promotion where that position(s) is a requirement for eligibility for that promotion (any probationary periods would be included within the service point calculation).

*Service points accumulated for these positions will be recognized in the same manner as the member's previous rank should the member transfer to their previous rank as per Article 12.11.

(2014)

12.08 In the event of a tie of two (2) or more applicants, the seniority as per the Kingston Fire & Rescue bargaining unit seniority list (Article 12:07-a), shall determine the successful applicant.

(2003)

12.09 An eligibility list of qualified candidates shall be established for every position, with the exception of Acting Captains, as a result of a promotional process. Candidates shall be arranged in sequential order from the highest total score to the lowest total score. In the event of a tie, seniority as per the Kingston Fire & Rescue bargaining unit seniority list (Article 12:07-a), shall determine the higher placed candidate. The eligibility list shall be for the purpose of the position(s) competed for shall be in effect for twelve (12) months from the date of the first promotion.

Any vacancy created within the twelve (12) month period shall be filled from the list beginning with the candidate atop the list.

(2014)

12.10 (a) Each candidate shall be provided with marks within ten (10) days of completion of the competition. Within thirty (30) days of receiving their marks, the candidate may schedule a meeting with Kingston Fire and Rescue administration for the purposes of reviewing their marks.

(2011)

(b) Should there be no successful candidate resulting from the internal competition within this Article the position shall be first advertised strictly within the Corporation with the understanding that all bargaining unit

members may apply. Notification will be posted in all workplaces where there are bargaining unit members. It is agreed that there will be no eligibility list established as a result of this process.

(2011)

12.11 Upon written request to the Fire Chief, any officer wishing to return to his/her previous rank, or lower, may be granted this request at the discretion of the Chief. After five (5) years in any division other than suppression, an Employee must serve one (1) complete year in the suppression division in order to become eligible for the Acting Captain program.

(2003)

ARTICLE 13:00 - LEAVE OF ABSENCE

13:01 Association Leave

The Employer shall recognize the Association's Negotiations Committee consisting of three (3) members of the Association. The names of these three (3) Employees shall be advised to the Employer prior to the Employer recognizing them under this Article. Once recognized, these Employees shall suffer no loss of wages when meeting with the Employer during their scheduled working hours to negotiate a renewal/amendment to this Agreement.

Subject to exceptional circumstances, the Corporation will allow the Day Staff Employees who are Members of the Executive time off without loss of pay to attend Executive Meetings should they be scheduled during their normal working hours to a maximum of forty (40) hours annually for all such employees in total.

(2007)

13:02 Any delegates, not exceeding three (3) in number, who may from time-to-time be duly authorized and designated by the Members of the Kingston Professional Firefighters' Association to attend the annual convention of the Ontario Professional Firefighters' Association and/or the bi-annual convention of the International Association of Firefighters shall be granted such time off duty as may actually be required for the attendance at such convention, not exceeding four (4) days each, insofar as the regular operations of the service of the Fire & Rescue will permit at the discretion of the Fire Chief.

(2003)

13:03 Bereavement Leave

(a) In the case of the death of a spouse (including common law spouse), parent, child (including step child), the member shall be allowed five (5) consecutive days without loss of pay. In the case of the death of a brother, sister, grandparent, grandchild, stepfather, stepmother, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law the member shall be allowed three (3) consecutive days without loss of pay.

(b) Bereavement leave shall begin the day of death. Subject to Article 13.03 (c) the days of leave shall be consecutive.

(c) Should the internment or funeral services (including a celebration of life) be at a time beyond the time frame allowed within this Article, a member may hold one (1) day of the bereavement leave entitlement under this Article as applicable, to

be used to attend the internment or funeral (services), if it falls on a scheduled shift. Members shall notify the Chief or Deputy Chief of these arrangements as soon as possible following the death.

If variation from the above is needed, said member shall obtain permission from the Fire Chief.

(2014)

ARTICLE 14:00 – UNIFORMS AND EQUIPMENT

14.01 (a) Each new employee will receive, a complete set of uniform clothing and fatigue wear during their first year of employment (By the next available uniform tender). Once each new employee has received his/her complete list of items he/she will go to the point system for subsequent years.

14.02 (a) All members of the Kingston Professional Fire Fighters Association within the Suppression Division up to and including the Rank of Captain and Training Officers, shall receive an annual allotment of one hundred (100) points for the purpose of exchanging such points for items of uniform and fatigue clothing from the itemized list referred to in Article 14:04 (a). (Points will have no dollar value attached to them)

(b) All other members shall receive an annual allotment of one hundred and seventy five (175) points for the purpose of exchanging such points for items of uniform and fatigue clothing from the itemized list.

(c) The Chief Training Officer, the Chief Fire Prevention Officer and all Platoon Chiefs will wear white uniform shirts and all others will wear navy.

(2014)

(d) Points (to a maximum of 50) may be carried forward from one year to the next, but no borrowing in advance from future years will be permitted.

(e) Each employee must set aside a minimum number of points annually, for their full dress uniforms. (Complete Uniform)

(f) For uniform requirements any staff required to wear uniforms on a daily basis will save 20 points in even numbered years and 30 points in odd numbered years. All others, not required to wear a uniform on a daily basis will save 10 points in even numbered years and 15 points in odd numbered years for the purposes of exchanging points for complete uniforms.

14.03 (a) Orders for fatigue clothing and uniform wear will be submitted to the Deputy Chief by the Chief Training Officer, Chief Fire Prevention Officer and the Platoon Chief of each crew by the end of January.

(2014)

(b) All fatigue clothing will have a minimum 65/35 % cotton/polyester blend and if possible carry a union label. All dress uniforms will be a wool/polyester blend.

(c) All items referenced in Article 14.00 shall be available in male and female sizing ranges, inclusive of tall.

(2014)

14:04 (a) Effective the calendar year 2008 Kingston Professional Fire Fighters Association members may use his/her points to order items from the following list:

Item	Point Value	New Member Allotment during First Year of Employment	Max. Allotment Allowable Annually, for members not required to wear uniforms Daily	Max. Allotment Allowable Annually, for members required to wear uniforms Daily
Complete Uniform; Tunic & 2 Dress Pants or Skirts	95	1	1	2
Tunic	60	0	1	1
Dress Pants or Dress Skirts	17.5	0	2	2
Dress Cap	9.5/13.5	1	1	1
Uniform Tie	1.25	1	1	2
Black Belt	4	1	1	1
Burberry Coat (overcoat)	62.5	1-(F.P. only)	1 every five years	1 every five years
Uniform Shirt (L.S or S.S) (White or Navy)	6.25	4	6	6
T-Shirts (L.S. or S.S.)	5	4	8 – Training and Mechanical 6 – All others	6
Fatigue Pants	11.75	4-Suppresion 3-Training and Mechanical 2-All others	6 – Training and Mechanical 4 – All others	4
Base Ball Cap/Toque	2.5	0***	2	2
KFR Sweatshirt	7.5	0***	2	2
KFR Lined Spring Jacket	10	0***	1 every three years	1 every three years
KFR 3-Season Jacket (Bomber Style)	48.75	0***	1 every five years	1 every four years
Parka	24	1	1 every five years	1 every five years

***Ancillary Items

14.04 (b) Prior to the onset of the point system in 2008 all KPFFA members will have issued without the use of points the compete issue of both fatigue wear and uniform issuance. Should there be any dispute it will be addressed for resolve by the Union Management Committee.

14:05 (a) All KPFFA Members will receive insignia identification issues of (one) 1 Cap Badge, one (1) chest badge, shoulder epaulettes c/w Canadian flag, and (one) 1 identification wallet complete with photo identification and wallet badge.

(b) Individuals promoted to Officer Rank will receive insignia identification issue and a new uniform.

Service bars on KPFFA Dress Uniforms will be indicative of his/her years of service within the KPFFA Bargaining Unit.

14:06 (a) In the year in which an Employee retires the annual allotment of points shall be pro-rated based on his/her retirement date. For this purpose the annual allotment shall not include any point carryover from the previous year.

(b) Upon retirement the Employee may keep their uniform/fatigue clothing and identification wallet. (Personal Protective Clothing and Rank Identification/Insignia is the Employer's property and may be requested upon retirement).

(c) Upon resignation or discharge the Employee must return any issued uniform/fatigue clothing, Identification/Insignia, identification wallet, PPE and equipment to the Fire Chief.

(2014)

14:07 The Employer will supply extra uniforms on request at the discretion of the Fire Chief, when personnel have a major significant size problem or when unusual wear and tear circumstances occur, at the next uniform tender. No points will be required for these changes. (Not applicable for ancillary items***)

14:08 Uniform clothing will be supplied by June 30th, of each year, as far as practicable.

14.09 Each Firefighter directly involved in firefighting duty shall be supplied as required with one (1) pair of safety boots, one (1) set of C.G.S.B. approved bunker gear, one (1) helmet, one (1) hose key, one (1) balaclava, and one (1) pair of fire resistant gloves.

14.10 Any division members that require the use of any specialized items not identified on the itemized list will have them supplied at the employers expense without the use of points, provided all Division members are provided with same.

14:11 Effective January 1, 2012, all members of the Association shall receive a non-taxable eighty five ($85.00) shoe allowance annually, for the sole purpose of purchasing all black shoes which bear a CSA approved label. CSA shoes will be mandatory, to be worn on duty except for emergency services. Communication Technician shoes are not required to bear a CSA approved label. (To be paid prior to the end January each year).

(2011)

14:12 Effective January 1, 2004, all members shall be entitled to an annual cleaning allowance of one hundred and twenty ($120.00) dollars to be paid prior to the end of June each year.

(2007)

ARTICLE 15:00 - DEPARTMENT RULES

15:01 The By-Laws governing the Fire & Rescue shall be observed by all Firefighters.

15:02 The Employer has the right to make and alter from time to time the rules and regulations to be observed by Firefighters in the Unit, which rules and regulations shall not be inconsistent with this agreement, and such Firefighters, while on duty, shall be under the authority of and subject to the rules laid down by the Employer, by the Fire Chief, or by the Deputy Fire Chief and administered by the Fire Chief of the Fire Department or the Deputy Fire Chief or the Senior Acting Captain.

15:03 Nothing in this agreement shall be interpreted as limiting the Employer in the exercise of all the rights, powers, authority, and regular and customary functions of Management. Without limiting the generality of the foregoing, these rights shall include:

(a) The right to introduce technical improvements and methods of operation.

(b) The right to extend or limit operation, provided the limitation does not cause the layoff of any Firefighter.

(c) The right to maintain order, discipline, and efficiency.

(d) The right to determine the equipment and materials to be used in any operation or series of operations.

(e) The right to determine the methods of performing the work and the time schedule of operation.

(f) The right to hire and the right to promote and to transfer any Firefighter in the Bargaining Unit.

(g) The right to suspend, demote or otherwise discipline and discharge any Firefighter in the Bargaining Unit for just cause.

(1996)

15:04 (a) At least ninety (90) days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting Employees, the Employer shall, by written notice, furnish the Association with the full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change; the date or dates on which the Employer plans to effect the change; the location or locations involved.

(b) Within fifteen (15) days after the foregoing notice has been given, the Employer shall make disclosure to the Association of the effects of the change or changes on any Employee.

(c) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue which may concern the employment status of any Employee.

(d) If agreement has not been reached within fifteen (15) days after disclosure by the Employer of the effects of the change or changes on any Employee, either party may submit any outstanding issue to a Board of Arbitration

which shall be constituted in the manner provided for by the ***Fire Protection and Prevention Act***. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.

(e) No change shall be made in the employment status of any Employee consequent upon introduction or implementation of substantial technological change or substantial changes in mechanization, until either the parties have reached agreement through negotiation, or the Board of Arbitration constituted hereunder has issued its award.

(1985)

15:05 Except to the extent and to the degree agreed upon by the parties, and except in the case of any emergency, no work customarily performed by an Employee covered by this agreement shall be performed by another Employee or a person who is not an Employee of the Employer.

(1985)

ARTICLE 16:00 - PERSONNEL CLAUSE

16.01 The Employer will arrange for parking cars of Firefighters at no cost to those Firefighters who are off duty and respond to an emergency fire call.

16.02 Ontario Fire College:

Every Employee while attending a training course at the Ontario Fire College will receive ten dollars ($10) subsistence allowance for each day in attendance. Every Employee who takes his or her personal vehicle in order to attend a course of the Ontario Fire College or any other approved training course shall be entitled to mileage at the corporate rate, provided an Employer's vehicle is unavailable.

(2017)

16.03 The Employer will provide the Secretary of the Kingston Professional Firefighters' Association with a copy of any change in policy, any new policy, or orders issued by Management which affects Employees of the Kingston Fire & Rescue.

16.04 Employees covered by this agreement must notify the Fire Chief or the Deputy Fire Chief before his/her next duty shift, if their driver's license is suspended or revoked for any reason.

(1988)

16.05 Where a member has no record of disciplinary action for a period of two (2) years, any records related to disciplinary notes or warnings prior to that date shall not be utilized by the Employer to substantiate any further/future disciplinary action.

(2017)

16.06 The Employer shall contribute up to seventy-five dollars ($75) towards the cost of required medicals to maintain the employer required DZ licenses.

(2020)

ARTICLE 17:00 - RECOGNITION PAY

17.01 Recognition premiums shall be based upon all forms of pay including overtime, but not sick leave gratuity, Early Retirement Incentive Plan, AD&D and Life Insurance, and shall be paid to all Association members meeting the following service requirements.

(2018)

a) October 1, 2008 - three percent (3%) of a first-class fire fighter rate of pay to those with eight (8) consecutive full time years of service with Kingston Fire and Rescue.

b) October 1, 2008 - six percent (6%) of a first-class fire fighter rate of pay to those with seventeen (17) consecutive full time years of service with Kingston Fire and Rescue.

c) October 1, 2008 - nine percent (9%) of a first-class fire fighter rate of pay to those with twenty-three (23) consecutive full time years of service with Kingston Fire and Rescue.

The trigger for the above mentioned payments will be the anniversary date, in which the member reaches the predetermined number of years to be eligible.

Amounts paid under this Article will be added to the member's base salary as set out in Appendix A and will form part of the member's regular annual salary. It is understood that this salary will be included as pensionable earnings as defined by OMERS.

ARTICLE 18:00 - GRIEVANCE AND COMPLAINT PROCEDURE

18:01 The question of whether or not the subject matter of the grievance comes within the scope of this agreement may itself be carried through the grievance arbitration procedure as part of the grievance and determined accordingly.

In any discharge or disciplinary grievance, a single arbitrator shall have the power to dispose of the grievance by any arrangement which, in the opinion of the single arbitrator, is deemed to be just and equitable, provided that such an arrangement is consistent with the terms of the collective agreement.

18:02 Within the terms of this agreement, a grievance shall be defined as a difference arising between a member of the Association, the Association, or both, and the Employer, as to the interpretation, application, or administration of the provisions of this agreement. All stages of the grievance shall be in writing and all replies shall also be in writing.

18:03 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Association to appoint or elect a Grievance Committee Chairperson whose duties will be to notify the Employer of the names of the Firefighters serving on the Committee, as well as to assist any Firefighter in preparing and presenting the grievance. The Employer shall also be notified of changes in the personnel of said Committee, which may take place from time to time.

(1989)

18:04 Following the occurrence and prior to the submission of any grievance, the Firefighter involved, who may request the assistance of the Grievance Committee, will present the complaint to the Senior Officer on duty and attempt to have the matter resolved not later than the end of the second regularly scheduled working day following the occurrence.

(2011)

18:05 If the matter is not resolved, the firefighter may submit the complaint to the Association's Grievance Committee not later than three (3) business days of the Senior Officer's decision. If in the opinion of the Committee the grievance has merit, the Committee shall file the grievance with the Fire Chief of the Department. No grievance shall be considered by the Fire Chief unless filed and presented to him/her within ten (10) business days from the date of the Senior Officer's decision. The Fire Chief shall deliver his/her decision to the Committee within ten (10) business days of the presentation of the grievance to him/her.

(2011)

18:06 In the event of a policy grievance by the Association, the Association's Committee shall commence its duties as outlined in Section 18:05 with a presentation to the Chief of Fire & Rescue and proceed from there.

(2011)

18:07 (a) If the decision of the Fire Chief is not satisfactory to the Firefighter involved, or the Committee, or by the Grievance Committee in an Association grievance, the Committee will file and present the grievance not later than the tenth (10th) day following the Fire Chief's decision for consideration by the Commissioner responsible for Fire Services, who shall deliver his/her decision within ten (10) days of the presentation of the grievance to him/her.

(b) If the decision of the Commissioner responsible for Fire is not satisfactory to the Firefighter involved, or the Committee, or by the Grievance Committee in an Association grievance, the Committee will file and present the grievance not later than the tenth (10th) day following the Commissioner's decision for consideration by the Director of Human Resources or designate, who shall deliver his/her decision within ten (10) days of the presentation of the grievance to him/her.

(2011)

18:08 If the decision of the Director of Human Resources or designate, is not satisfactory to the Grievance Committee, the matter(s) may be submitted by either party for resolve by a single arbitrator to be constituted pursuant to the Fire Protection and Prevention Act.

Notification of a desire for a single arbitrator must be made within thirty (30) business days following the decision of the Director of Human Resources or designate. (2011)

18:09 The time limits in Sections 18:04, 18:05, 18:06, 18.07, and 18.08 may be extended by mutual agreement.

For the purposes of this Article a “business day” is considered Monday-Friday, not including statutory holidays. A “working day” is considered when a firefighter is scheduled to be at work.

(2011)

ARTICLE 19:00 - INTERPRETATION OF THE AGREEMENT

19:01 It is the intent of this agreement that Firefighters shall continue to receive any benefits of By-Law No. 4, as amended by By-Law No. 3788, for Employees generally, except where this agreement provides otherwise. In the event of any conflict between the provisions of By-Law No. 4, as amended, and this agreement, the provisions of this agreement shall apply.

19:02 At least one (1) month prior to the passing of any amendment to By-Law No. 4, as amended by By-Law No. 3788, which affects the members of the Fire & Rescue, and By-Law No. 7080, "A By-Law Respecting The Fire & Rescue", the Employer will provide the Secretary of the Association with a copy of the proposed amendments to permit the Firefighters' Committee to make representation, if it so wishes, concerning the proposed amendments.

ARTICLE 20:00 - DURATION

20:01 This agreement shall come into force on the first (1st) day of January 2020 and shall remain in force until the thirty first (31) day of December 2022 and from year to year thereafter unless, within a period of not greater than sixty (60) days and not less than thirty (30) days prior to the expiry date, either party gives written notice for the termination of this agreement.

(2020)

20:02 In the event of either party desiring or proposing any change or alterations in the agreement but not desiring to terminate the agreement, such party may give to the other party not less than thirty (30) days' written notice of the proposed amendments before the renewal date and both parties shall within fifteen (15) days negotiate in good faith in respect to the matters that it is proposed to change or alter and the remaining provisions shall automatically renew themselves as aforesaid.

(1979)

ARTICLE 21:00 - LIABILITY INSURANCE

21.01 The Employer shall indemnify and save harmless its firefighters from civil liability for acts or omissions done by them arising out of the performance of their duties, shall provide legal counsel of its choice and at its expense as required and shall

continue to assume the cost of liability insurance in a form satisfactory to the City Solicitor.

(2003)

21.02 (a) Where an on-duty firefighter is charged with and acquitted of a criminal or quasi-criminal or statutory offence because of acts done in the performance of his/her duties, the firefighter shall be reimbursed for any reasonable legal costs incurred in the defense of such charges.

(b) Notwithstanding sub-section (a), the Employer may refuse payment otherwise authorized under sub-section (a), where the actions of the firefighter from which the charges arose were malicious or a willful, reckless violation of the law.

(c) A firefighter shall not be deemed to be "acquitted" if, as a result of charges laid, the firefighter is subsequently found guilty, or pleads guilty to other charges, including lesser or included charges, arising out of the same incident.

(d) Where a firefighter has been charged and intends to apply to the Corporation for reimbursement hereunder, the firefighter shall within ten days of retaining counsel notify the Fire Chief of the firefighter's intent to seek reimbursement of legal costs under this clause.

(e) "Reasonable legal costs" shall be subject to the approval of the City Solicitor who may require the account of the firefighter's legal counsel to be assessed in accordance with the Rules of Practice or Solicitor's Act, in which case the firefighter shall authorize and consent to and cooperate with such an assessment, failing which the Employer shall be under no obligation to provide reimbursement.

(f) The foregoing consideration shall apply to the family or estate of the firefighter in the event the firefighter is killed in the performance of his/her duties that resulted in the charge, or dies during the investigation / court proceedings that flow from the alleged offence.

(2003)

ARTICLE 22:00 – STAFFING

22:01 The Employer agrees to have a minimum of four (4) full-time Firefighters inclusive of one (1) Captain, or in the event of his/her absence from the station an Acting Captain, on the initial responding pumper or aerial that is dispatched for emergency calls, except in the case of an unforeseen circumstance. For the purpose of this article an "unforeseen circumstance" is defined as an unpredictable temporary absence only (i.e. sudden illness or sudden injury to a Firefighter or family member etc.). The Employer's best efforts will be made immediately to replace the absent employee, in order to meet the minimum staffing requirements mentioned above.

This article shall apply to the following stations:
#4 station – Brock Street
#5 station – Railway Street
#6 station – Palace Road
#7 station – Woodbine Road
#10 station

(2017)

22.02 Vacancy

When a position becomes vacant and has not been deemed redundant, the vacancy shall be posted within ninety (90) days unless otherwise agreed to by the parties.

(2007)

IN WITNESS WHEREOF the Employer has hereunto affixed its Corporate Seal attested to by its proper officers in that behalf and the Association has set its hands and seals this: ~~21~~ 7th day of ~~September~~ October, 2020.

SIGNED, SEALED AND DELIVERED:

THE CORPORATION OF THE CITY OF KINGSTON:

Mayor - Bryan Paterson

City Clerk - John Bdogrone

Director, Human Resources and Organization Development

Fire Chief

Deputy Fire Chief

THE KINGSTON PROFESSIONAL FIREFIGHTERS' ASSOCIATION:

President

Chairperson

Member

APPENDIX A

ARTICLE 11:00 – 2020 - 2022 SALARY SCHEDULE

RANK	% DIFF	JANUARY 1, 2020	JANUARY 1, 2021	JANUARY 1, 2022
Chief Training Officer	127 128	$130,208 ---	--- $133,727	--- $136,333
Chief Fire Prevention Officer	127 128	$130,208 ---	--- $133,727	--- $136,333
Platoon Chief	127 128	$130,208 ---	--- $133,727	--- $136,333
Captain	117 118	$119,955 ---	--- $123,279	--- $125,682
Mechanical Officer	116 117	$118,930 ---	--- $122,235	--- $124,617
Inspector 1st Class	111 113	$113,804 ---	--- $118,056	--- $120,356
Training Officer 1st Class	113	$115,854	$118,056	$120,356
Inspector 2nd Class	106	$108,678	$110,742	$112,901
Training Officer 2nd Class (6 months)	106	$108,678	$110,742	$112,901
Assistant Motor Mechanic	103	$105,602	$107,608	$109,705
Firefighter 1st Class	**100**	**102,526**	**104,474**	**106,510**
Firefighter 2nd Class	91	$93,299	$95,071	$96,924
Firefighter 3rd Class	82	$84,071	$85,669	$87,338
Firefighter 4th Class	73	$74,844	$76,266	$77,752
Probationary Firefighter	60	$61,516	$62,684	$63,906
Mechanic (after 24 months)	100	$102,526	$104,474	$106,510
Mechanic (after 12 months)	90	$92,273	$94,027	$95,859
Mechanic (probationary up to 12 months)	80	$82,021	$83,579	$85,208
Communications Supervisor	105 108	$107,652 ---	--- $112,832	--- $115,031
Communication Technician				
After 24 months	88 90	$90,223 ---	--- $94,027	--- $95,859
After 12 months	55	$56,389	$57,461	$58,581
Probationary (up to 12 months)	50	$51,263	$52,237	$53,255

APPENDIX "B"

Framework of Early Retirement Incentive Plan

Kingston Professional Firefighters' Association

1. Eligibility:

   Members must be within four (4) months of qualifying for an unreduced pension under OMERS regulations. Applications will not be accepted any earlier than September 01 in the year immediately preceding the planned year of retirement.

2. Notice:

   A minimum of four (4) months' notice of retirement must be provided.

3. Participation:

   A maximum of four (4) members unless otherwise authorized by the Fire Chief.

   (2011)

4. Selection:

   Priority will be on the basis of first come, first served. No member may be "bumped" by any other more senior member once an application is received and notarized. In the event that more than the maximum number of members apply on the same day, priority will be on the basis of age plus service with the Kingston Fire & Rescue.

   (2011)

5. Retirement Incentive:

   (a) The level of incentive is calculated on the basis of the difference between the annual salary for a First Class Firefighter and a Probationary Firefighter over the three and one-half (3 ½) year progression period.

   (b) Seventy five percent (75%) of the above difference is payable on a semi-annual basis over three and one-half (3 ½) years.

   (c) In the case of Dispatchers, the incentive is calculated on the difference in maximum Dispatcher rates and the probationary rate, payable semi-annually on or about January 01 and July 01 over two years.

   (2011)

   (d) Upon the death of a member, any outstanding incentive shall be payable to the member's estate. The resultant early retirement slot shall not be refilled for that year.

Appendix 'B' – ERIP (Continued)

6. Graduated Payments:

(a) Early retirement incentive payments shall be graduated on the basis of distance from age sixty (60) thereafter as follows:

Year	Age	Percentage
1997 and Thereafter	55	60/60 x 100%
	56	48/60 x 100%
	57	36/60 x 100%
	58	24/60 x 100%
	59	12/60 x 100%
	60	Nil

(b) Members whose early retirement incentive is calculated from age fifty nine (59) shall be paid in a single lump sum.

(2011)

7.

(i) The January 1 to December 31, 2020 incentive valued at $68,821 is calculated as follows:

Example: Jan-Dec

2020 First Class Rate less: Probationary Rate $41,010
4th Class Rate $27,682
3rd Class Rate $18,455
50% of 2nd Class Rate $ 4,614
$91,821

Incentive at 75% $68,821

(ii) The January 1 to December 31, 2021 incentive valued at $70,129 is calculated as follows:

Example: Jan-Dec

2021 First Class Rate less: Probationary Rate $41,790
4th Class Rate $28,208
3rd Class Rate $18,805
50% of 2nd Class Rate $ 4,702
$93,505

Incentive at 75% $70,129

(iii) The January 1 to December 31, 2022incentive valued at $71,495 is calculated as follows:

Example:	Jan-Dec
2022 First Class Rate less: Probationary Rate	$42,604
4th Class Rate	$28,758
3rd Class Rate	$19,172
50% of 2nd Class Rate	$ 4,793
	$95,327
Incentive at 75%	$71,495

(2018)

8. Pay-out of the Early Retirement Incentive, with the exception of 5 (c), shall be in seven (7) equal installments on January 01 and July 01 of the pay-out period subject to 6 (b).

(2011)

APPENDIX C

MODIFIED WORK PROGRAM AND COMMITTEE

Purpose

The purpose of this procedure is to outline the Kingston Fire & Rescue (KFR) Temporary Modified Work Program and Modified Work Committee which are in place to facilitate the early and safe return of employees to full employment in a manner which assists in their recovery.

Scope

This procedure applies to all employees who as a consequence of a non-occupational/ occupational illness, injury or pregnancy are:

a) Temporarily unable to perform their regular duties,
b) Capable of working with some temporary functional restrictions,
c) May not immediately be able to work but with appropriate treatment/time are capable of working with some functional restrictions.

Definitions

Temporary Modified Work: A modification of an employee's regular job, task, function or duties to suit their functional abilities or restrictions provided by a Health Care Provider (HCP). An employee who is unable to perform the full or essential duties of his/her job as a result of an occupational or non-occupational injury, illness or pregnancy may be given modified work or placed in an alternative job with no loss or reduction in pay to accommodate his/her restrictions while on a temporary accommodation.

Temporary Illness or Injury: A medical condition where it is anticipated an employee may be capable of performing the essential duties of their job following a specified period of recovery/rehabilitation.

Health Care Provider (HCP): this includes a Physician, Nurse Practitioner, Physiotherapist and Chiropractor

Modified Work Committee and Employees' Roles and Responsibilities

The role of the Committee is to assist in the early and safe return to work of employees to full employment in a manner that assists in their recovery through the development of a modified work plan based upon the recommendations from Occupational Health.

The Committee shall meet as required. If a timely meeting of the Committee is not practicable and/or possible, decisions may be made via email.

The Committee shall maintain and review a current list of potential modified tasks, functions or duties within KFR.

The Committee shall monitor the overall program as well as each individual plan to proactively recommend improvements or solutions as may be identified or observed. Modified work plans shall be reviewed every thirty (30) days or as required. The

employee shall provide proper medical certification as required, including confirmation of continuing medical limitations or restrictions and a prognosis for recovery.

Only functional information shall be shared amongst the Committee when discussing modified work programs, and the Committee shall maintain an atmosphere of trust and mutual support by ensuring that employee rights and confidentiality are respected.

Committee members shall educate employees on the details of the modified work program and their participation in the program.

Employee participation in the modified work program is essential for early and safe return to work.

The employee may request modified work at any time prior to the required submission of a Form "B"/Functional Abilities Form.

Committee Structure

The Committee shall consist of one (1) representative of KFR Management, two (2) representatives of the Association and one (1) Human Resources representative. A list of committee members shall be posted in all KFR workplaces. An "expert" may attend meetings for consultation purposes if mutually agreed to by all parties (which may include but is not limited to, medical expertise, specific position expertise, accommodation expertise etc.)

Procedure

1. Employees who have a medical restriction that prevents them from performing their work shall have their HCP provide their functional abilities on the applicable form:
    i) Non-work related - Form "B"; 30 days after first absence
    ii) Work related - WSIB Functional Abilities Form; as required from WSIB

2. Occupational Health shall review the documentation submitted to assess if the employee is unable to perform his/her regular duties. If the documentation does not provide sufficient information to determine functional abilities, the employee shall be requested to provide a revised Form "B"/Functional Abilities Form with the required information. Occupational Health shall scan and send to the modified work committee the redacted copy of the Form "B"/Functional Abilities Form and send the original in the internal mail to the Fire Chief, or designate. It is understood that all medical information shall be treated as confidential and will be securely stored in the employee's medical records.

3. Upon receiving the Form "B"/Functional Abilities Form from Occupational Health the committee shall meet as soon as possible to review the recommendations and develop a modified work plan (Form "C") based on the information received. The committee shall then meet with the employee to present the plan which shall be signed by the employee, a KFR representative and a KPFFA representative. The committee may include the employee's immediate supervisor in the meeting, or meet separately; additionally, the committee shall meet with WSIB return to work specialists or other WSIB representatives as required for WSIB return to work.

Copies of Form “C” shall be provided to the employee, modified work committee members and the employee’s immediate supervisor.

Modified Work Plan

1. Every reasonable effort shall be made to provide suitable modified or alternate work to employees who are temporarily unable to return to their regular duties, as a result of an occupational or non-occupational injury, illness or pregnancy. This may include training and/or the modification of work or equipment to accommodate employees, providing such accommodation does not create undue hardship to Kingston Fire & Rescue.

2. Consideration for duties assigned under the modified work plan shall be reasonably within or related to duties at Kingston Fire & Rescue. If no such duties are available, non-Kingston Fire & Rescue duties may be assigned for the duration of the modified work plan only.

3. Every reasonable effort shall be made for a temporary modified work placement to be on the platoon shift or on the day shift. The modified work plan shall be reflective of the work hours of the division to which the employee is assigned. Placement shall be determined by the type of modified work required and available and the functional abilities documentation (Form “B”/Functional Abilities Form).

4. In the event of a dispute among the Modified Work Committee and/or employee regarding the suitability of a modified work plan, the matter shall be referred to an independent HCP with expertise related to the employee’s injury, illness or pregnancy agreed to by the Modified Work Committee for determination. The HCP shall determine whether the employee is capable of performing the duties and responsibilities identified within the Form “B”/Functional Abilities Form and this determination shall be final and binding on all parties. All costs related to the independent medical assessment shall be borne by the employer.

5. Employees on modified work are expected to arrange their medical appointments, therapy and treatment times outside of the scheduled work hours. Where it is shown that the medical appointment, therapy or treatment could not be arranged outside of the scheduled work hours, Kingston Fire & Rescue shall allow up to two (2) hours off, and there shall be no interruption of earnings or benefits during such time off as may be granted.

6. <u>Income Replacement</u>
   (a) For non-occupational injury, illness or pregnancy, employees who return to modified hours of work shall be paid the portion of shift worked and, if eligible, shall receive income replacement with sick credits.
   (b) For non-occupational injury or illness employees who return to modified duties and/or hours of work for more than one-half (1/2) of the working days of the month shall not accrue sick credits.
   (b) For occupational injury or illness, employees who return to modified hours of work shall receive his/her normal net salary which may include lost time.

7. Employees on a modified work plan shall only be eligible for overtime opportunities within the restrictions outlined in his/her modified work plan.

8. Modified work plans shall be assessed after ninety (90) days in consultation with Occupational Health to determine if the plan should continue or a permanent accommodation be considered.

9. Vacation Entitlement for Employees on Modified Work Program
   The employee may utilize or reschedule his/her vacation and lieu day(s) within the current calendar year based on operational requirements. If the employee is unable to utilize vacation or lieu day(s) within the current calendar year, the employee shall be paid out for these vacation or lieu entitlements.

10. Employees may take the statutory holiday on the day the holiday falls, or make alternate arrangements with the Fire Chief or his/her designate.

11. Previously agreed-to shift trades shall be the responsibility of the two employees involved. If, after every effort has been made by the employees involved and a shift trade is not able to be honoured, Management shall be notified and alternate arrangements shall be facilitated.

12. Employees on a modified work plan shall not be included in the minimum staffing complement.

13. A vacancy shall not be created when an employee is on a modified work plan.

Reference

- Appendix A: Form “B”
- Appendix B: Form “C”
- Ontario Human Rights Code
- Workplace Safety and Insurance Act

Revision Schedule:

This procedure shall be reviewed in October 2017 and every three (3) years thereafter. Records of revision shall be kept in the table below.

Date (MM,DD,YY)	Revision details	Section Heading

FORM "A"

KINGSTON FIRE & RESCUE
MEDICAL CERTIFICATE

DEAR DOCTOR:

PLEASE COMPLETE THIS FORM IF YOUR PATIENT HAS BEEN OFF WORK MORE THAN THREE CONSECUTIVE WORKING DAYS.

AUTHORIZATION FOR THIS REQUEST IS FOUND BELOW.

FIREFIGHTER'S
NAME_____

DATE OF FIRST ATTENDANCE IN THIS
ILLNESS_____

NATURE (NOT DIAGNOSIS) OF
ILLNESS_____

PROBABLE DURATION OF ILLNESS (PRIOR TO ASSUMING REGULAR DUTIES)_____

_____ _____
SIGNATURE OF HEALTH CARE PROVIDER DATE

FIRE & RESCUE AGREEMENT:

(G) A FIRE FIGHTER WHO IS ABSENT FOR MORE THAN THREE CONSECUTIVE WORKING DAYS MUST FURNISH A CERTIFICATE ON THE APPROVED KINGSTON FIRE & RESCUE FORM "A" FROM HIS/HER HEALTH CARE PROVIDER WITHIN SEVEN DAYS FROM THE COMMENCEMENT OF SUCH ABSENCE STATING THE NATURE AND PROBABLE DURATION OF THE ILLNESS AND THE FIRST AND MOST RECENT DATES OF his/her ATTENDANCE UPON THE FIRE FIGHTER IN CONNECTION WITH SUCH ILLNESS.

(H) A FIRE FIGHTER WHO IS ABSENT FOR MORE THAN ONE MONTH MUST FURNISH, IMMEDIATELY FOLLOWING EACH SUCH PERIOD OF ABSENCE, A CERTIFICATE ON THE APPROVED KINGSTON FIRE & RESCUE FORM "B"FROM THEIR HEALTH CARE PROVIDER STATING THE NATURE OF HIS/HER ILLNESS, THE LATEST DATE OF ATTENDANCE OF THE FIRE FIGHTER AND THE PROBABLE DATE ON WHICH THE FIRE FIGHTER WILL RETURN TO DUTY.

Form "B"
Health Care Provider Report – Fire and Rescue

TO BE COMPLETED BY EMPLOYEE	
Name:	Department:
Job position:	Supervisor/Manager:
Home phone or cell #: ( )	E-mail address:
First day off work:	☐ Illness ☐ Injury ☐ Pregnancy Is this work related: ☐ Yes ☐ No
Have you returned back to work: ☐ Yes ☐ No If **Yes** date:	
Employee signature:	Date:

TO BE COMPLETED BY PHYSICIAN – Please complete this form on behalf of your patient who is an employee of Kingston Fire & Rescue.	
Date of illness/injury/pregnancy and/or symptom onset:	Date of first visit for this injury/illness/pregnancy:
Nature of Illness/Injury and Symptoms:	☐ Pregnancy
Prognosis:	
Has a treatment plan been recommended or prescribed: ☐ Yes ☐ No Describe _____	

MUST PROVIDE CURRENT LEVEL OF FUNCTION	
☐ No Restrictions	☐ No Modified Work

☐ **Restrictions until _____**
Check all that apply:

Shoulder/Arm/Forearm Movements:
☐ Limit work above shoulder height
☐ Limit reaching
☐ Limit push / pull

Hand Movements:
☐ Limit forceful grip / grasp
☐ No use

Lifting Weight:
☐ Floor to waist > _____ lbs.
☐ Lifting waist to shoulder > _____ lbs.
☐ Lifting above the shoulder > _____ lbs.

Back/Neck Movements:
☐ Limit twisting/bending at waist
☐ Limit sitting
☐ Limit ROM of neck

Lower Extremity Movements:
☐ Walking limit to _____
☐ Standing limit to _____
☐ Sitting limit to _____
☐ Squat / kneel limit to _____

Cognitive:
☐ Limited ability to focus/concentrate
☐ Limited ability to recall/remember
☐ Limited ability to process/understand information
☐ Limited ability to plan/organize/assemble
☐ Limited ability to reason/problem-solve
☐ Limited ability to make decisions/use judgment
☐ Limited ability to interact socially
☐ Other _____

Limits/restriction to:
☐ Driving ☐ Seeing ☐ Speaking
☐ Hearing ☐ Sleeping ☐ Carrying
☐ Climbing (Ladders etc.) ☐ Medications
☐ Breathing Apparatus
☐ Heavy Equipment Operation
☐ Graduated hours of work

From the date of this assessment the above restrictions will apply for approximately:
☐ 1-2 days ☐ 3-7 days ☐ 8-14 days ☐ 14+ days

Health Care Provider name, address, phone number

Health Care Provider signature:	**Date:**

Appendix “D”
Day Shift Hours of Work

THE PARTIES AGREE AS FOLLOWS:

All employees in the Prevention, Training and Mechanical Divisions shall work forty (40) hours per week in the following manner;

Four (4) ten (10) hour days or members may elect to remain on a five (5) day work week where they will work eight (8) hours per day, unless otherwise agreed to by the parties.

Those working the four (4) ten (10) hour days will do so in accordance with the following weekly schedules,

- Monday to Thursday – Schedule 'A'
- Tuesday to Friday – Schedule 'B'
- Monday, Tuesday, Thursday, Friday – Schedule ‘C’

Training and Prevention may be split into two (2) groups for the purpose of the above work schedules.

Those employees working in Schedule 'A' and Schedule 'B' will rotate every four (4) weeks. Any member electing to work a five (5) day workweek will not be included as part of the "groups" for the purposes of Schedules 'A' or 'B'.

Mechanical Division may be split into three (3) groups for the purpose of the above work schedules.

Those employees working in Schedule 'C' will rotate every three (3) weeks.

Daily hours of work shall be 8 or 10 consecutive hours between the hours of 07:00 - 18:00 Monday to Friday. The Training Officer assigned to training the volunteer fire fighters on their regularly scheduled training nights (Tuesday and Wednesday) where that employee's schedule shall be such that their consecutive hours accommodate the training session not to exceed 22:00 hours.

Employees may indicate their preferred hours; however these are subject to the approval of the Fire Chief or his designate. These hours shall include a paid one hour lunch period.

Should the operational requirements of the Division necessitate work beyond the prescribed daily hours of work listed above, they may be adjusted as required provided;

- Proper notification of not less than fifteen (15) calendar days is provided to the employee by the Division's Director. In any case where fifteen (15) calendar days

is not provided the work schedule may only be adjusted with the consent of the affected employee(s), and

- Any alterations to the daily hours of work shall be limited to Monday - Friday, unless mutually agreed to by Management and the affected employee(s) and
- Any alterations in the work schedule does not result in the hours of work, exceeding forty (40) hours per week, and
- Any alteration to the work schedule does not result in the employee working past 22:00,

and

- Where an employee is scheduled for training that is for three (3) or more consecutive days in the same workweek, the employee may be moved to a five (5) day workweek at eight (8) hours per day for the week the training is scheduled subject to the notification requirements set out above, and
- Where an employee is scheduled for training that is less than three (3) consecutive days in the same workweek the employee, may have their regularly scheduled day off moved to another day during the same workweek to accommodate attendance at the training session, subject to the notification requirements set out above.

All employees in these Divisions shall take the Statutory Holiday on the day on which it falls as recognized by the Employer. Where a Statutory Holiday falls on an employee's regularly scheduled day off the employee will select a day off in lieu to be scheduled in accordance with the rules for Vacations and Statutory Holidays applicable to their Division.

For the purposes of overtime payment the hourly rate calculation shall be the employee's annual salary divided by 2080.

For the purposes of this Appendix a week of vacation shall be a calendar week covering the period beginning at the employee's normal starting time on Monday to their normal starting time the following Monday inclusive. For those employees working Schedule 'A', Schedule 'B' and Schedule ‘C’, vacation shall consist of four (4) ten (10) hour days, and employees shall be permitted to schedule single annual vacation days with the approval of the Fire Chief or Deputy Fire Chief to a maximum of eight (8) days.

This Letter of Understanding is hereby renewed until December 31, 2022.

Letter of Understanding

Between

THE CORPORATION OF THE CITY OF KINGSTON

(Employer)

-and-

THE KINGSTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

IAFF LOCAL 498

(Association)

Whereas the parties agree to extend the Agreement to amend the Suppression Division Hours of Work on a trial basis to a 24-Hour Shift schedule;

Therefore the terms of this Letter of Understanding shall replace the applicable provisions of Article 4:00 during the trial period:

The Association and the Employer agree to amend the Suppression Division Hours of Work for a two (2) year trial period based on the following principles. The parties agree on these principles as a basis for developing the 24 hour shift and will work together to enhance the program prior to and during the trial period.

Principles:

1. The Association and the Employer acknowledge that the twenty-four (24) hour shift system will require amendments to other articles in the Collective Agreement. It is understood that such amendments will be limited to those necessary for the introduction of the twenty-four (24) hour system. The Association and the Employer agree that amendments relating to the definition of workday, vacation, lieu time, sick leave, and any other articles will be appended hereto.

2. Nothing in this agreement prohibits the Association and Employer from jointly terminating this trial period prior to its conclusion and reverting back to the suppression division hours of work in place before the introduction of the twenty-four (24) hour shift system and, that all other amendments to the Collective Agreement will revert to their pre-twenty-four (24) hours shift system language as of January 1st of the following year.

3. Notwithstanding the above, the Association and the Employer retain the right to unilaterally revert back to the suppression division hours of work in place before the introduction of the twenty-four (24) hour shift system, provided it discloses to the other party all concerns and reasons for the reversion, and only after every reasonable effort has been made to address those concerns have failed. It is understood that should the Association or the Employer seek to invoke this right, it shall provide written notice of not less than 60 days and the date of reversion will be effective in January of the following year.

4. The parties will meet at least three (3) times during the course of the trial with a first meeting to occur at a mutually convenient date no later than March 31, 2018.

5. The Association and the Employer agree to meet on a date not later than September 30, 2019 to determine the success of the 24-hour system and the advisability of continuing the said 24-hour shift system.

Definitions

- Workday - 12 hour period from 08:00-20:00 or 20:00-08:00
- Work Week/Vacation - One calendar week from 08:00 Monday to 08:00 Monday
- Shift - 24 hour period from 08:00 – 08:00
- Lieu Day - 12 Hours
- Vacation Day - 12 Hours
- Sick Day - 12 Hours

Schedule

The twenty-four (24) hour shift schedule is based on an average forty-two (42) hour workweek over a twenty-eight (28) day cycle working twenty-four (24) hour shifts beginning at 08:00 in the following manner:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
24			24			
				24		24
		24			24	
	24					

Beginning on a Monday morning at 08:00:

Week #1

- 24 hours on duty (Monday) and 24 hours on duty (Thursday)

Week #2

- 24 hours on duty (Friday) and 24 hours on duty (Sunday)

Week # 3

- 24 hours on duty (Wednesday) and 24 hours on duty (Saturday)

Week #4

- 24 hours on duty (Tuesday)

Other Considerations

- Any twenty-four (24) hour period on duty must be immediately followed by a minimum of twenty-four (24) hours off duty.

- Shift transfers or changes (trades) may occur, subject to prior approval, provided a fire fighter does not work more than twenty-four (24) consecutive hours and all trades must be of equal time.

- A sick note is required after three (3) consecutive workdays (one work day equals 12 hours).

- The employer may schedule the employee out of the 24-hour rotation for up to two weeks for the purposes of training in a calendar year provided the employee receives sixty (60) days written notice. An employee may be scheduled for subsequent weeks, when mutually agreed upon between the Fire Chief and the Association.

- The Committee will review the following measurable, which will assist in determining the success of the 24 hour shift.

    1. Number of WSIB claims
    2. Number of WSIB lost days
    3. Number of Health & Safety accidents/injuries
    4. Number of Sick Days per employee
    5. Patterned Absenteeism
    6. Number of Overdue Training Assignments
    7. Overtime
    8. Employee Engagement Survey Results

    Management will provide any data related to the above to the Association upon availability and prior to jointly meeting.

- Elections-Employees on shift on the day of a Federal, Provincial or Municipal election agree to make arrangement to vote at an advance poll or will arrange a duty exchange for voting on the Election Day

Signed at Kingston, Ontario this 27 day of February, 2018.

ON BEHALF OF THE CORPORATION
OF THE CITY OF KINGSTON:

ON BEHALF OF THE KINGSTON
PROFESSIONAL FIREFIGHTERS
ASSOCIATION IAFF LOCAL 498:

This Letter of Understanding is hereby renewed until December 31, 2022.

Letter of Understanding

Between the

Corporation of the City of Kingston

("Employer")

And the

Kingston Professional Fire Fighters Association

("Association")

RE: Response Plan – Article 15.05

The Kingston Professional Fire Fighters Association ("Association") and the Corporation of the City of Kingston ("Employer") (hereinafter collectively referred to as "parties") agree to the following as the agreement with regards to the assignment of vehicles to members of the Association bargaining unit, and exceptions agreed to pursuant to the application of the collective agreement as it applies to the Kingston Fire & Rescue Response Plan.

The Employer and the Association agree that the purpose of this agreement is strictly to acknowledge compliance with the collective agreement and any necessary amendments thereto. Notwithstanding the Association's disagreement with respect to specific elements of the response criteria contained within the Kingston Fire and Rescue Response Plan the parties recognize that the Employer is responsible for establishing the level of service.

Whereas:

(1) The Association and the Employer are parties to a collective agreement; and

(2) The collective agreement provides, among other things, for the following:

15.05

Except to the extent and to the degree agreed upon by the parties, and except in the case of any emergency, no work customarily performed by an Employee covered by this agreement shall be performed by another Employee or a person who is not an Employee of the Employer.

and;

(3) The Employer and the Association have engaged in discussions relating to the KFR Response Plan and Master Fire Plan.

Therefore:

(4) The Association and Employer agree that:

(a) The application of the collective agreement, in particular Article 15.05, will result in the following assignment of vehicles within the KFR Response Plan to members of the Association's bargaining unit:

i. All vehicles defined by the Response Plan, inclusive of appendices thereto as at June 26, 2019, shall be utilized within the City boundaries; and

ii. For clarity the Association and the Employer agree that the definition of "Fire & Rescue Member" in the Response Plan's definition section is more particularly defined to distinguish "bargaining unit member" and "non-bargaining unit member" for the application of the parties' collective agreement. For this purpose except where identified within the Response Plan, urban areas as defined by the Response Plan will be assigned vehicles staffed by bargaining unit members while rural areas as defined by the Response Plan will be assigned vehicles staffed by non-bargaining unit employees. A non-bargaining unit member may only respond in the urban areas in accordance with the Response Plan.

(b) For the purpose of transition the parties hereby agree to the following:

i. That effective no later than thirty (30) days from the date this agreement is ratified by the parties, the urban suppression division will include an assignment of:

a. Five (5) pumpers staffed with a minimum number of four (4) fire fighters, including a Captain, except in the following circumstance;

b. The requirement in accordance with Article 22.00 of the collective agreement that the officer in charge of the "fifth" pump (defined as the second career pump at #7 station) on each platoon be a permanent Captain is waived and that this pump may be staffed by a Captain or alternatively a person qualified to act in that capacity by virtue of being a member of the Acting Captain program.

c. In addition to the five (5) pumpers, one (1) ladder will be staffed with a minimum of three (3) fire fighters at all times, including an officer. It is understood for the purpose of the transition period that the officer on the ladder can include a member qualified to act by virtue of being in the Acting Captain program.

d. It is understood and agreed that, for the purpose of transition, that the fifth pumper and the ladder will be staffed by a permanent Captain position no later than ninety (90) days following Council's approval of the Master Fire Plan.

e. Should the Master Fire Plan recommend the staffing of a Rescue or a vehicle that would perform the function expected of a Rescue, the Employer and the KPFFA negotiation committee will meet forthwith to discuss the staffing requirements and implementation of such for this vehicle.

(5) It is understood that this memorandum defines the parties' understanding and agreement to the application of the collective agreement, in particular Article 15.05 for the purposes of executing the KFR Response Plan and Appendices attached hereto as an interim measure until the Master Fire Plan is instituted.

(6) The parties further understand that any deviation from this agreement requires the parties' mutual agreement.

(7) The parties acknowledge that this agreement shall not prejudice their position with respect to Article 15.05, 22.00 or any other relevant article within the collective agreement in future bargaining, conciliation, mediation, or arbitration.

(8) The parties recognize that matters may arise as a result of implementing this Response Plan. The Association reserves its right to file a grievance regarding these matters however the parties agree to waive the time limits, not to exceed thirty (30) days, in accordance with Article 18.00 for the initial filing of a grievance. All efforts will be made within this thirty (30) day window to resolve any concerns prior to filing a grievance.

Signed at Kingston, Ontario this 21 day of September, 2020

ON BEHALF OF THE CORPORATION OF THE CITY OF KINGSTON:

ON BEHALF OF THE KINGSTON PROFESSIONAL FIREFIGHTERS' ASSOCIATION:

This Letter of Understanding is hereby in place until December 31, 2022.

Between

THE CORPORATION OF THE CITY OF KINGSTON

(Employer)

-and-

THE KINGSTON PROFESSIONAL FIRE FIGHTERS ASSOCIATION

IAFF LOCAL 498

(Association)

RE: Uniforms and Equipment – Article 14:00

The Fire Chief and the Association President will meet no later than March 31, 2018 to discuss changes to the current process used to allocate and distribute uniform and fatigue clothing to all employees.

Any changes that would involve an annual clothing allowance will be implemented as a pilot program from January to December 2019. If the Fire Chief and Association President fail to reach an agreement the administration of clothing will remain status quo.

The Fire Chief and Association President agree to meet on a date not later than October 31, 2019 to determine the success of the pilot and the advisability of continuing it.

Signed at Kingston, Ontario this 27 day of February, 2018.

ON BEHALF OF THE CORPORATION OF THE CITY OF KINGSTON:

ON BEHALF OF THE KINGSTON PROFESSIONAL FIREFIGHTERS ASSOCIATION IAFF LOCAL 498: